



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: VR1-2-50-12-VA-1181		2. Date prepared: 2/2/2012	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input type="checkbox"/> Amendment#	
<input checked="" type="checkbox"/> MOU		<input type="checkbox"/> Renewal #	
<input type="checkbox"/> QPA		<input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: 62110-F6010.631010		5. Account Name: FSSA DOE Fund	
6. Total amount this action: \$0.00		7. New contract total: 0.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2012 \$0.00			
Year 2013 \$0.00			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 2/1/2012		12. To (month, day, year): 1/31/2014	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement			
<input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
14. Name of Agency: Div of Disability & Rehab Svcs			
15. Requisition Number:			
16. Address: FSSA, Contract Management 402 W WASHINGTON ST RM W353 INDIANAPOLIS, IN 46204			
AGENCY CONTACT INFORMATION			
17. Name: McKay, Bruce A		18. Telephone #: 317/232-6487	
19. E-mail address: Bruce.McKay@fssa.in.gov			
COURIER INFORMATION			
20. Name: FSSA / COMMAND		21. Telephone #: 317-233-4703	
22. E-mail address: Contract.Status@fssa.in.gov			
VENDOR INFORMATION			
23. Vendor ID # : 0000063703			
24. Name: INDIANA DEPT. OF WORKFORCE DEVELOPMENT		25. Telephone #: 317 234-3886	
26. Address: 10 N SENATE AVE SE106 INDIANAPOLIS, IN 46204-2780			
27. E-mail address: dawimer@dwd.in.gov			
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes <input checked="" type="checkbox"/> No			
29. Primary Vendor: M/WBE		30. If yes, list the %:	
Minority: Yes <input checked="" type="checkbox"/> No		Minority: %	
Women: Yes <input checked="" type="checkbox"/> No		Women: %	
31. Sub Vendor: M/WBE		32. If yes, list the %:	
Minority: Yes <input checked="" type="checkbox"/> No		Minority: %	
Women: Yes <input checked="" type="checkbox"/> No		Women: %	
33. Is there Renewal Language in the document?		34. Is there a "Termination for Convenience" clause in the document?	
Yes <input checked="" type="checkbox"/> No		X Yes No	
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 34 CFR 361			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This MOU is for the purpose of working together to improve services through one-stop centers and identify funding responsibilities for VRS customers.			
38. Justification of vendor selection and determination of price reasonableness: This is a required agreement under the Workforce Development Investment Act of 1998.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval YBHOE		41. Date Approved 02.15.12	
44. Attorney General's Office approval		45. Date Approved	
46. Agency representative receiving from AG		47. Date Approved 5/9/12	

62282-000

MEMORANDUM OF UNDERSTANDING
Between
Indiana Family and Social Services Administration, Division of Disability and
Rehabilitative Services, Bureau of Rehabilitation Services
and
Indiana Department of Workforce Development

EDA#VR1-2-50-12-VA-1181

This Memorandum of Understanding is entered into by and between the Indiana Family and Social Services Administration, Division of Disability and Rehabilitative Services, Bureau of Rehabilitation Services and the Indiana Department of Workforce Development, for and on behalf of the Joint Workforce Investment Board. In consideration of those mutual undertakings and covenants, the parties agree as follows:

I. Purpose

In accordance with §121(c) of the Workforce Investment Act of 1998 (WIA), the local board, with the agreement of the chief elected official, shall develop and enter into a Memorandum of Understanding between the local board and the one-stop partners concerning the operation of the one-stop delivery system in the local area. The purpose is to also meet the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 721 et seq.), as amended, which requires the designated state agency (DSA), the Division of Disability and Rehabilitative Services (DDRS) or designated state unit (DSU), the Bureau of Rehabilitation Services (BRS) of the vocational rehabilitation program to enter into a cooperative agreement with the other entities that are components of the statewide workforce investment system of the state, consistent with section 101(a)((11)(a) of the Act and comparable provisions of the Workforce Investment Act.

II. Consideration

Division of Disability and Rehabilitative Services, Vocational Rehabilitation Services will pay for services for eligible Vocational Rehabilitation Services/Department of Workforce Development customers/clients as identified under this agreement. Funding for these services will be made by means of authorizations made by Vocational Rehabilitation Counselors in collaboration with Workforce Investment Board's One Stop Centers. There will be no shared costs to the Division of Disability and Rehabilitative Services for the ongoing operation of the Workforce Investment Board's One-Stop centers. This is a collaboration agreement and there is no specific funding attached directly to this MOU.

III. Term of Agreement

This Memorandum of Understanding will cover a period of two years, commencing March 1, 2012 and ending February 28, 2014.

IV. Provision of Services

The partners entering into this Memorandum of Understanding agree to continue to work with the Joint Workforce Investment Board to develop new access or improve upon existing access to their services through the one-stop system. Each partner will work with the Joint Workforce Investment Board to analyze available services and identify areas where access to services through the one-stop system could be improved. The partners agree to work with the Joint Workforce Investment Board on continuous improvement of the one-stop system.

The WorkOne delivery system shall provide the following services:

- a. Core Services as described in the Workforce Investment Act §134(d)(2);
- b. Access to intensive services and training services as described in the Workforce Investment Act §134(d)(3) and (4);
- c. Access to the discretionary one-stop delivery activities and supportive services as described in the Workforce Investment Act §134(e);
- d. Access to programs and activities carried out by one-stop partners and described in section 121(b);
- e. Access to the employment statistics system and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act.

V. Funding and Operating Costs

The one-stop system will be funded primarily through local WIA funds, and funds allocated to the local Department of Workforce Development programs (i.e. Wagner-Peyser, Veterans, Unemployment Compensation, and Trade Act).

VI. Expenditures by DDRS for One-Stop Services

All expenditures by Division of Disability and Rehabilitative Services (DDRS) for One-Stop services and ongoing operating costs will be made in accordance with OMB Circular A-87, Attachment A, Sec. C; OMB Circular A-122, Attachment A, The Education Department General Administrative Regulations (EDGAR) of Title 34, parts 74,76,77,79,80,81,82,85 and 86; 20 CFR part 622; 29 CFR, part 37; and section 121(b) of the Workforce Investment Act of 1998 as applicable. Also in compliance with applicable law, Bureau of Rehabilitation Services, Vocational Rehabilitation Services will provide representation for each local Workforce Investment Board (WIB) under §117 of the Workforce Investment Act. of 1998.

Consistent with the requirements of 20 CFR 662.240, DDRS will be the primary funding source for individualized vocational rehabilitation (VR) services for individuals with disabilities who have applied or have been determined to be eligible for VR services in accordance with federal regulations at 34 CFR 361, et seq. and applicable VR program policy. Core services are, but are not limited to, intake, eligibility determination, and authorization of services that allow an individual with a disability to gain, retain or advance in competitive, integrated employment.

VII. Methods for Referral

The partners to this agreement assure that they will work cooperatively to establish and maintain a cross-referral mechanism that facilitates the referral of individuals for needed services between the Workforce Investment Boards and Vocational Rehabilitation Services (VRS) for appropriate service provision.

VIII. HIPAA

All parties agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECT"), Subtitle D, in all activities related to the MOU, to maintain compliance during the term of the contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this contract in full compliance with HIPAA and to take no action which adversely affects the FSSA's HIPAA compliance.

IX. Modification, Renewal, and Termination

- a. The parties may modify this Memorandum of Understanding consistent with applicable law and policies. Such modifications shall be made by mutual written agreement of the parties at any time.
- b. This Memorandum of Understanding may be renewed under the same terms and conditions, subject to the approval of all the parties. The term may not be longer than the original term.
- c. Any of the parties may terminate this Memorandum of Understanding with thirty days written notice to the other parties.
- d. When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this memoranda, the memoranda shall be canceled. A determination by the Director of the State budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

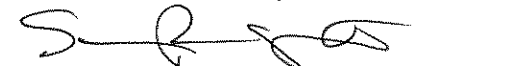
In Witness Whereof, the parties have, through their duly authorized representative, entered into this agreement. The parties, having read and understood the foregoing terms of this Memorandum of Understanding, do by their respective signatures, dated below hereby agree to the terms thereof.

Indiana Department of Workforce Development
for and on behalf of
Joint Workforce Investment Board

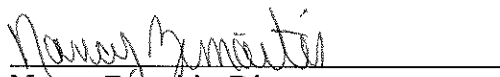

Mark W. Everson, Commissioner

4-26-2012
Date

Indiana Family and Social Services Administration
Division of Disability and Rehabilitative Services



Shane Spotts, Director

5/4/12
Date


Nancy Zemaitis, Director
Bureau of Rehabilitation Services

4/27/2012
Date

State Budget Agency


Adam Horst, Director

5/11/12
Date

